
EXHIBIT F13

SANITARY SEWAGE CROSS-EASEMENT, DATED
MARCH 18, 1993, BY AND BETWEEN
OKEHOCKING ASSOCIATES AND QUAKER REAL ESTATE, INC.

Map filed 3

RETURN TO

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COMMONWEALTH LAND
TITLE INSURANCE COMPANY
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SANITARY SEWAGE CROSS-EASEMENT AGREEMENT

Between

OXEHOCKING ASSOCIATES

and

QUAKER REAL ESTATE, INC.

SANITARY SEWAGE CROSS-EASEMENT AGREEMENT

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EXHIBITS

EXHIBIT "A"	-	Metes and Bounds description of North Side Property
EXHIBIT "B"	-	Metes and Bounds description of South Side Property
EXHIBIT "C"	-	Spray Irrigation Agreement Plan

SANITARY SEWAGE CROSS-EASEMENT AGREEMENT

THIS Agreement is made this 18th day of March, 1993 by OKEHOCKING ASSOCIATES, a Pennsylvania limited partnership ("Okehocking"), having an address c/o Terramics Property Company, Southpoint TWO, 1180 West Swedesford Road, Berwyn, PA 19312 and QUAKER REAL ESTATE, INC., a Pennsylvania corporation ("QUAKER"), having an address of c/o Fidelity Bank, N.A., Broad and Walnut Streets Philadelphia, PA 19109 (either of Okehocking or Quaker being hereinafter referred to from time to time as "Declarant" and both of them being referred to as "Declarants").

BACKGROUND

A. Okehocking owns certain real property located on the north side of West Chester Pike (Route 3) in Willistown Township, Chester County, in the Commonwealth of Pennsylvania, being identified as Lots 1, 2, 3 and 4 as shown on the Plan of Subdivision, dated November 3, 1988, last revised December 7, 1988, and recorded December 29, 1988 among the public records in Chester County as No. 8908C and No. 8909A, prepared by Chester Valley Engineers, Inc., with each Lot being more particularly described by metes and bounds on Exhibit "A" attached hereto (the "North Side Property").

B. Quaker owns certain real property located on the south side of West Chester Pike, opposite the North Side Property, in Willistown Township, Chester County, in the Commonwealth of Pennsylvania, more particularly described by metes and bounds on Exhibit "B" attached hereto (the "South Side Property"). The North Side Property and the South Side Property are referred to, together, in this Agreement from time to time as the "Property" and sometimes individually as a "Main Parcel." It is acknowledged that in the future development of either the North Side Property and/or the South Side Property, the constituent parcels thereof may be subdivided and/or combined in any fashion. For the purposes of this Agreement any constituent lot or parcel within the Property, whether now or hereafter separately divided or subdivided, is referred to as a "Parcel."

C. In the future, the owners of the Property might decide to integrate the development of the South Side Property with the development of the North Side Property, although there is presently no obligation on the part of either party to do so. Even if the owners of the North Side Property and the South Side Property do not develop the entire Property in a fully integrated manner, the

present Conditional Approval issued by Willistown Township for the South Side Property requires certain common sewage facilities to serve the entire Property. Declarants desire to establish certain cross-easements and agreements at this time, under certain terms and conditions set forth in this Agreement, to facilitate the installation of such common sewage facilities if and when they are constructed in the future, provided that such cross-easements and agreements may hereafter be extinguished in whole or in part as hereinafter set forth.

D. This Agreement relates principally to the spray irrigation system and alterations and expansions thereof (herein either the "Spray Irrigation System" or the "System") proposed to be located on and serve the Property as a sewage treatment facility pursuant to the Agreement for Ownership and Operation of Okenocking Associates' Spray Irrigation Sewage Treatment System, dated November 27, 1989, between Okenocking and the Township of Willistown (the "Township"), as such agreement may be amended or supplemented from time to time (the "Spray Irrigation Agreement"). The System includes the temporary and permanent structures, improvements and facilities relating to the System and/or the operation and use thereof.

E. The easements respecting the System as provided herein, although mutual, primarily burden the North Side Property. Accordingly, and with recognition of the uncertain nature of future development of both the North Side Property and South Side Property and the potential impediments imposed upon the North Side Property by reason such easements, this Agreement confers upon the Owner of the North Side Property certain reasonable and discretionary rights and privileges regarding the location, characteristics and operation of the System, while nonetheless reserving to the owners of the South Side Property the essential rights to availability of sewer service within the parameters set forth herein.

NOW, THEREFORE, Declarants hereby declare that the Property, whether owned or used by themselves or their "Successors" (defined below), shall be subject to the following easements, covenants, charges, liens, conditions and servitudes, as they or any portion thereof may be modified, amended, replaced, extinguished or supplemented from time to time in accordance with this Agreement. For purposes of this Agreement, "Successors" shall mean all parties who may acquire any legal or equitable right, title or interest in or to any one or more of the Parcels, and/or in or to any improvements thereto, whether as legal or equitable owner, mortgagee, ground lessee, tenant, licensee, or holder of any present or future right or privilege of ownership, possession, use or enjoyment of any of same, or of any improvements to the Parcels or any part thereof, provided that the Declarants and/or their

Successors having or hereafter acquiring an ownership interest in any Parcel shall become personally liable for any sums due under this Agreement as provided herein, only during the periods of their respective ownership of said Parcel as said periods are herein defined and described, and further subject nevertheless to the limitations set forth in Section 4 hereof.

1. Spray Irrigation System.

(a) Easements. Declarants hereby grant and create, in favor of each other and of their respective Successors and assigns, easements in, on, over, under and through the Property for the installation, operation, maintenance, repair and replacement of the Spray Irrigation System and for the purpose of accepting, collecting, directing and treating the sewage for the benefit of the Property pursuant to the Spray Irrigation Agreement, as such easements are preliminarily shown on the plan, "Spray Irrigation Facilities" dated October 4, 1989 and last revised June 1, 1990, prepared by Tatman & Lee Associates, Inc. attached hereto as Exhibit "C" (the "Current Plan"), as such plan may be amended from time to time in accordance with the terms of subsection (b) below. The currently proposed preliminary initial phase of the Spray Irrigation System as shown on Exhibit "C" includes:

(1) A collection line from and across the portion of the South Side Property lying eastward from Ridley Creek, and flowing to the pumping facility (the "Pump Station") to be located on the South Side Property near Route 3, west of Ridley Creek.

(2) A force main and a transmission line from the Pump Station on the South Side Property, under Route 3 and across the North Side Property and continuing to the lagoons, treatment facilities and spray irrigation fields located on the northern portion of the North Side Property.

(3) Various structures and improvements on the Property to house equipment and supplies related to the Spray Irrigation System.

(b) Amendment of Plan. The Current Plan shall be subject to amendment by reason of modification of the Spray Irrigation System made in accordance with, and as permitted by, the terms of this Agreement. Upon the approval of an amendment or modification of a Current Plan in accordance with the terms of this Agreement, such amended or modified plan shall then be deemed to be the "Current Plan." Without limiting any other provisions of this Agreement:

(1) No modification of the System which involves any changes in the character, size or location of any facilities on the property of a Declarant may be implemented without the written consent of such Declarant (to be given by its "Designated Representative" as defined below), such consent not to be unreasonably withheld.

(2) In furtherance of the provisions of subsection (1) above, and in recognition of the fact that the sewage treatment, holding and spray facilities of the System are located entirely on the North Side Property, it shall not be deemed unreasonable for Okehocking (which for purposes hereof includes its Successors to the extent such rights are expressly granted to such Successors in writing) to decline its consent to any System modification which:

- (A) would adversely change the character or quantity of sewage effluent to be treated by the System, or
- (B) would adversely affect the marketability, value or utility of the North Side Property, as determined by Okehocking in its reasonable discretion,

nor shall it be deemed unreasonable for either Declarant (which for purposes hereof includes their Successors to the extent such rights are expressly granted to such Successors in writing) to decline consent to any System modification which would increase, by more than five percent (5%), the total cost which would be borne by such Declarant for the modified System as opposed to the System shown in the initial Current Plan depicted on Exhibit "C," in each case determined as if such System were developed to its full projected capacity and as if each of the North Side Property and South Side Property were fully developed to the maximum density allowable by their respective present conditional use approvals.

(3) If, after completion of engineering and/or review by governmental or regulatory bodies, it is determined that modifications to the System are necessary for its implementation and permitting, such modifications shall (i) be deemed reasonable for the foregoing purposes, and (ii) be taken into account in determining the cost of the System shown in the Current Plan for the purposes set forth above.

(c) Rates and Regulations. The Okehocking and/or the Township (sometimes referred herein in such capacity as the "System Operator"), and subject to the approval of any other governmental authorities having jurisdiction over same, shall set rates and charges for inspection and for the regular consumer sewage disposal service of all commercial buildings and dwelling units to be connected to the Spray Irrigation System, and shall promulgate regulations for the use and operation of the System, all in accordance with the Spray Irrigation Agreement and in accordance with the terms and provisions of all regulations and statutes applicable thereto. The System Operator shall be entitled to collect the charges made, as assessments on the Parcels, from the owners of the Parcels (the "Parcel Owners") responsible for such payment, which charge shall constitute a lien, on the respective Parcel, in accordance with the Procedures set forth in Section 5 of this Agreement or, if there may be a difference, in accordance with procedures established hereafter pursuant to the Spray Irrigation Agreement. Anything herein to the contrary notwithstanding, all rates established for the use of or connection to the Spray Irrigation System shall be substantially uniform for all users of similar classes of facilities connected thereto, subject to such deviations and variations as would be legally permissible had the System been operated solely by, and rates set solely by, the Township of Willistown. In this connection, it is further agreed as follows:

(1) It is intended that only Okehocking and/or the Township of Willistown, in its/their capacity as the System Operator, have the power and authority to establish usage rates for Spray Irrigation System, and that only the Township and/or other governmental agencies having jurisdiction over said System ("Governing Bodies") have rights of review and approval thereof. Accordingly, in order to assure that the owner of the South Side Property has adequate notice and opportunity to comment on the rate structure proposed by the System Operator, it is agreed that the System Operator shall give at least ten (10) days advance notice to the Designated Representatives for both Main Parcels of any pending hearing or other action to be taken by any Governing Body in approving usage rates for the System.

(2) Such Designated Representatives (and such other Parcel Owners as may have an interest in the approval) shall thereupon have the right to review and comment on all information submitted to the Governing Body and to make such submissions and presentations as they may deem appropriate for the Governing Body's consideration.

(d) Protection of Easements. Declarants and their Successors may (to the extent they are otherwise entitled to do to by reason of their interest in a Parcel in question) erect improvements on their respective Parcels so long as such improvements (i) shall not unreasonably interfere with the use and operation of the Spray Irrigation System for its intended purpose and (ii) shall not contravene any other specific limitations or provisions of this Agreement. If any such proposed improvements would interfere with the Spray Irrigation System as delineated in the then Current Plan, or if the construction of such proposed improvements would be limited or prohibited by reason of the easements established under this Agreement, the affected Parcel Owner may, at its own cost and expense, relocate the lines or other portions of the System located on the property of such affected Parcel Owner, provided that (A) the relocation shall be in conformity with the requirements of subclauses (i) and (ii) of the immediately preceding sentence and (B) the relocation shall be documented by an amendment to the Current Plan, meeting the requirements of this Agreement and paid for by the relocating Parcel Owner.

(e) Conveyance of Easements to Township. Declarants, for themselves, and/or their respective Successors, as to the respective Parcels as may, from time to time, be owned by each of them, reserve the right to grant (and each of them is obligated to grant if so requested by the other Declarant) to the Township (which for purposes of this Agreement includes the successors and assigns of Township), if and when the Spray Irrigation System, or any completed section or sections thereof, shall be constructed, a perpetual easement, deed of dedication, bill of sale covering personal property and fixtures, and/or any other appropriate rights for the ownership and/or the operation, maintenance, repair, modification, and replacement of the Spray Irrigation System, or any completed section thereof approved by the Township, all in accordance with and pursuant to the Spray Irrigation Agreement. Declarants and/or their Successors, as the case may be, reserve the right to grant (and each of them is obligated to grant if so requested by the other Declarant or its successors) to the Township additional easements from time to time as may be needed for modifications to the Spray Irrigation System and which are permitted or authorized by the terms of this Agreement and the Spray Irrigation Agreement.

(1) The parties acknowledge that (i) the Current Plan, as of the date of this Agreement, is an initial and preliminary conceptual design for the Spray Irrigation System, (ii) the precise requirements and location of the constituent portions of the Spray Irrigation System have not yet been determined and will not be finally

determined until the final approval of the use of one or more of the Parcels has been issued, (iii) no substantial engineering of the Spray Irrigation System has yet been undertaken, (iv) the location of the pipe line sewer main segments of the Spray Irrigation System, as shown, are only approximations, and (v) the parties are not presently able to specifically delineate the locations and boundaries of the several different segments and constituent parts of the Spray Irrigation System.

(2) The parties intend to accomplish the purposes, all subject to the limitations of Paragraph 1(b) above, that (i) the cross easements herein provided for be presently established and created, (ii) said cross easements shall, for all purposes, but subject to the termination provisions hereinafter set forth in Section 6 hereof, be permanently established and shall run with the land, (iii) such cross easements are not intended to be established as easements in gross, (iv) reasonable provision shall be made for the future specific delineation of the location and boundaries of the said cross easements, (v) such delineation, location and boundaries shall be subject to reasonable amendment, relocation and modification as the plans and specifications for each segment and section of the Spray Irrigation System are fully engineered, finalized and approved, (vi) as such specific delineation of each section of the Spray Irrigation System is accomplished, the appropriate amendment to Exhibit "C" hereof shall be placed of record, and (vii) each Parcel Owner and the respective Successors of the Declarants shall be bound and obligated to cooperate with each other in the prompt accomplishment of such purposes and procedures in a reasonable manner. It is further stated to be the specific intention of the parties hereto that the Parcel Owners of the North Side Property and the Parcel Owners of the South Side Property shall each have full control over the use, development, planning and construction of improvements upon the respective Parcels owned by each of them subject to the provisions of this Agreement.

(3) Accordingly, the parties hereto further agree as follows:

(i) The location of pipe line sewer mains as shown on the Current Plan are intended to constitute the center line of various sewer drainage and force main locations to be installed in the Property. Unless otherwise indicated on the

Current Plan, said pipe line location shall constitute the center line of a twenty foot (20') wide easement area.

(ii) At such time as the specific location of each section of the Spray Irrigation System is determined, an accurate plan of the easement areas required therefor shall be prepared, with all metes and bounds to be shown thereon (herein "Final Section Sewer Plan"). As each Final Section Sewer Plan is completed, (i) it shall be deemed to be and become an amendment to the then Current Plan, (ii) all parties whose signature thereto is required by the terms of this Agreement shall execute such amendment whereupon, (iii) it shall be placed of record, in accordance with the above stated requirements, and (iv) upon such recording it shall constitute an amendment to Exhibit "C" hereof,

(iii) If any portion of the easement area as shown on any Final Section Sewer Plan shall include areas in addition to those areas shown on the plan originally indicated on Exhibit "C" hereof, as same may be further delineated by the terms of this Agreement, such additional areas shall be added to and be included within the easement areas herein granted and created.

(iv) If any portion of the easement area as originally indicated on Exhibit "C" hereof, as same may be further delineated by the terms of this Agreement, shall not be included in any Final Section Sewer Plan, then such areas shall be removed from and excluded from the easement areas herein established, granted and created.

(v) Upon the recording of each Final Section Sewer Plan, the fact of recording shall constitute an automatic amendment to this Agreement, and Exhibit "C" hereof, and all matters shown on such Final Section Sewer Plan shall automatically, without any further action or document of any nature, amend, replace and be in full substitution for the section of the original Exhibit "C" hereof as is shown on said Final Section Sewer Plan.

(f) Procedures for Determining Location and Costs of Spray Irrigation System. In light of the fact that the plans and precise location of the Spray Irrigation System are not known, the

parties hereto acknowledge that certain procedures are necessary in order to establish an agreement among the several interested parties as to the plans and specifications for, and the costs of installation of, the Spray Irrigation System. The following procedures are agreed upon.

(1) At each time that any Declarant, or other party as a Parcel Owner, shall determine the need that any one or more sections or areas of the Spray Irrigation System shall be constructed, and use thereof commenced, said party (herein "Developer Party") shall undertake the tasks of (i) designing the portions of the Spray Irrigation System to then be constructed, (ii) securing of all necessary approvals and permits for such construction, (iii) completion of construction thereof, (iv) complying with all financial and other requirements of the Spray Irrigation Agreement pertaining to construction, use and operational start-up, and (v) upon completion, securing the acceptance thereof by the Township and, to the extent agreed by the Township, dedication thereof or by such other entity or authority as may be designated by the Township (herein the "Undertakings"). All of the Undertakings shall be performed at the sole cost and expense of the said Developer Party (and to the extent reasonably required, both Declarants and/or their Successors shall furnish their reasonable cooperation to achieve the required objectives, all at the cost of the Developer Party), subject however to such right of partial reimbursement therefor by Proportionate Share payments as hereinafter provided.

(2) Without the consent in writing of Okehocking (and/or such of its Successors as have been expressly granted this right by approval), the Undertakings must include all, and not less than all, of the "Primary Collection and Treatment Facilities." The Primary Collection and Treatment Facilities means and includes the following, all as developed with the full capacity for which they are currently approved by all governmental and regulatory bodies and in any event sufficient to serve the needs of the maximum density of improvements which would currently be developed under the conditional use approvals for the Property:

(i) The pump station, intended to carry sewage effluent from the central collection point at the south of Route 3 (shown on the Current Plan to the west of Ridley Creek),

(ii) the force main(s) and transmission line(s) leading from said pump station to the lagoons, treatment and holding facilities, and spray irrigation facilities on the North Side Property, and

(iii) all of said lagoons, treatment and holding facilities and spray irrigation facilities, including all structures, equipment and machinery necessary or appropriate to the operation and maintenance thereof.

(3) During the course of the Undertakings, the Developer Party shall endeavor to keep the Designated Representatives (as defined in subsection (h)(3)(c) below) informed as to the matters so undertaken, and the real and/or projected costs thereof (herein "Project Information").

(4) The Developer Party shall keep full and accurate records (and supporting documents) for all expenditures made in connection with the Undertakings, which shall be available for inspection and copying at reasonable times and at reasonable locations, by all Parcel Owners. Such records shall be kept for at least ten (10) years following completion of the Undertakings.

(g) Applicability of Spray Irrigation Agreement. All Parcels shall be subject to the provisions, terms, conditions, and restrictions of the Spray Irrigation Agreement. To the extent the Spray Irrigation Agreement shall contain provisions contrary to, or in addition to, the provisions set forth in this Agreement, the Spray Irrigation Agreement shall govern and, for such purposes, shall be deemed to be incorporated as part of this Agreement. Only Okehocking is a party to the Spray Irrigation Agreement. The Spray Irrigation Agreement places limitations on Okehocking making any provisions whereby any other parties may have an interest in the Spray Irrigation Agreement. Therefore, Okehocking agrees not to take any action in accordance with, or pursuant to, the Spray Irrigation Agreement as may adversely affect to a material degree the rights of Quaker or its Successors under this Agreement. In any event, so long as Quaker is a Parcel Owner, Okehocking shall keep Quaker reasonably informed as to all determinations and decisions made in matters pertaining to the System where Okehocking is one of the parties making such determination and decision and where such determinations and decisions would affect the South Side Property.

(h) Contribution to Initial Installation. As used herein, the term "Installation Costs" means and includes the following: (i) the costs heretofore incurred by Okehocking in the planning, engineering, approval and permitting of the entire Spray Irrigation System as shown on the Current Plan, aggregating Dollars (\$52,326) (the "Established Prior Costs"), (ii) the entire cost of the initial installation of the Primary Collection and Treatment Facilities and the initial operational start-up thereof, including without limitation, all duly verified costs of construction and installation as well as architectural, engineering, legal and other professional fees, license and permitting fees, approval and design costs, the posting of all bonds and other security payments required under the Spray Irrigation Agreement, the placing of the Spray Irrigation System into initial operation, and all other properly related costs (not including, however, costs covered by charges assessed pursuant to Section 1(c) above), regardless of whether any of such costs are incurred before or after execution of this Agreement, or at the time of dedication of the Spray Irrigation System to the Township, and whether incurred in phases or all at once. The obligation of any Parcel Owner to pay, contribute or reimburse any part of such Installation Cost, the amount thereof, and the time of payment thereof shall be determined as follows:

(1) Anything in this Agreement to the contrary notwithstanding, (i) neither Declarant nor any Successors thereof as owner of a Parcel within a Main Parcel, shall have any obligation to contribute to, or to make reimbursement toward, any part of the Installation Costs for facilities constructed by an owner of a Parcel within the other Main Parcel, or to the operation or maintenance of the Spray Irrigation System, unless and until such Declarant or Successor shall require a commitment of sewage capacity from, or shall connect to or use, the Spray Irrigation System for the benefit of the portion of the Parcel owned by such Parcel Owner (a "Connecting Party") and (ii) the parties intend that the Spray Irrigation System shall be designed for use by residential and office building users, and that, except with the express written approval of Okehocking (or such of its Successors as have been granted these approval rights) no use thereof shall be permitted by other type users who would or could increase the quantity of sewage intended to be handled or who would or could attempt to use the Spray Irrigation System to dispose of undesirable types of waste materials. The Responsibility for sharing any costs referred to in this Agreement, as among the various Parcels or portions of a Main Parcel, shall be

determined solely by the Declarant (or its Successors) owning such Main Parcel.

(2) Except for the Established Prior Costs described in subclause (h) above, the Installation Costs shall not include the said costs as they apply to the construction or operation of any lines or facilities other than the Primary Collection and Treatment Facilities. Such excluded items shall include, without limitation, collection lines leading to the Primary Collection and Treatment Facilities and secondary, tertiary or other lines or ferrules as may branch off of the System mains and serve only one or more Parcels (herein "Subsidiary Installation" and "Subsidiary Installation Costs"). The Subsidiary Installation Costs, as well as the costs of connecting into the Spray Irrigation System from any Subsidiary Installation, shall be borne and paid for solely by the owner of the Parcel installing and/or using same.

(3) Any Developer Party, including the original Developer Party, and each subsequent Developer Party at any time from and after the time of the commencement of construction of each section of the Primary Treatment and Collection Facilities, for which there is to be an allocation of, and/or reimbursement of, any Proportionate Share (as that term is hereinafter defined), of Installation Costs:

a. May submit an interim report of the nature specified in the following sub-paragraph d., and

b. Shall submit a final report of such nature when the construction of any section of the Primary Collection and Treatment Facilities is completed and placed in use.

c. A copy of each said report shall be served, in the manner hereinafter set forth in Section 7 hereof, upon the Designated Representative for each Declarant. Designated Representative means a single party designated from time to time by each Declarant (by written notice to the other) for the receipt of communications hereunder. The Designated Representative must maintain an office within a radius of fifty (50) miles from the Property where all records and information delivered to it pursuant to this

Agreement shall be available to inspection and copying by all Parcel Owners.

d. Each such report shall contain the following: (i) the Installation Cost incurred to date thereof, (ii) an itemization of the nature of each cost, (by categories where appropriate), (iii) the parties receiving payment thereof, (iv) the nature and amount of work and/or services completed for which such cost had been paid, (v) such other information as may be appropriate for the party receiving the report to make a reasonable determination that each such cost is properly listed as an Installation Cost, (vi) the address and telephone number at which the Developer Party can be contacted for further information, or for the service of any notice of comment or objection, and (vii) for each Final Report a statement therein as to the projected, or actual, Proportionate Share (as that term is hereinafter defined) of the Installation Cost as the first Connecting Party will be expected to pay.

e. Each such final report, as to any separate section of the Primary Collection and Treatment Facilities being installed (herein "Final Report"), shall have such fact clearly stated on the report.

(i) Determination of Proportionate Shares. The first Connecting Party shall pay a Proportionate Share of the Installation Costs, such payment to be made at the earlier of (i) the date of, and as a condition of, a commitment for sewage capacity and use for the Connecting Party or (ii) the date of connection to and/or use of the System for the benefit of the Connecting Party. No connection to or use of the System shall be permitted for said Parcel until such payment has been made. The Proportionate Share shall be established in proportion to the aggregate estimated sewer usage of all buildings which could be developed on the North Side Property and South Side Property assuming maximum density under the conditional use approvals in effect as of the date of this Agreement. It is the desire of the parties to promote ease of administration by providing for a one-time payment of a Proportionate Share of Installation Costs by the first Connecting Party without a need for redetermination or subsequent adjustments and without further payment by a subsequent connecting party (except such payments as among the various owners of a Main Parcel as may be required by reason of such system of procedures and obligations as such owners may establish among

themselves). Accordingly, the first Connecting Party owning a portion of a Main Parcel shall be obligated to make a one-time payment of its Proportionate Share at the time set forth above, such Proportionate Share to be calculated as if the Connecting Party owned the entire Main Parcel in question, subject to the following further refinements:

(1) If less than all of the proposed Primary Collection and Treatment Facilities are, with the consent of Okehocking, initially constructed, then the parties as a condition thereto shall establish written procedures for the sharing of future costs of enhancements to the System; and

(2) If Quaker (or its Successors) is a Developer Party, then prior to its proceeding with any construction of the Primary Collection and Treatment Facilities, it must reimburse to Okehocking the full amount specified in subclause 1(h)(i), which shall be thereafter subject to sharing in accordance with the above formulations if Okehocking or its Successors shall be a Connecting Party.

(3) In the event that estimated sewage usage for various portions of the Property shall be measured in different units (e.g., gallons per day versus EDU's), the equitable equivalents of such measurements shall be used to establish the appropriate Proportionate Shares.

(4) A Proportionate Share shall further include a cost of funds factor determined as follows: The Installation Costs shall be deemed to bear interest at the prime rate of the major New York commercial banks as published in the Wall Street Journal, and such increment shall accrue from the provable date(s) of expenditure of each component of Installation Costs.

(5) The obligations hereinabove set forth to make payment of any Proportionate Share, or part thereof, shall (i) be a continuing obligation of each Main Parcel and the Owner thereof for which a Proportionate Share has been determined, (ii) be an obligation to run with the land and to be binding on each such Main Parcel and the Owner thereof and all of such Owner's Successors in interest, (iii) be due and payable within thirty (30) days after notice has been served on any obligated Owner or other party of any Proportionate Share payment being due pursuant to any determination of Proportionate Share, (iv) shall be a charge on Main Parcel in question from the date of such service of notice until paid in full,

and (v) suit for the collection thereof may be brought against any such obligated party whether or not such obligated party may have conveyed its interest in any one or more such Parcel prior to the date of institution of such suit.

(6) The administration of the above specified procedures for the determination of a Proportionate Share may be undertaken by any Developer Party to whom any Proportionate Share payment or reimbursement may be due, and such party may request the assistance of the System Operator for such purpose.

(7) The collection of any unpaid Proportionate Share shall be undertaken only by the party to whom it is due, and at the sole expense of said party, subject however to the right of such party to include reasonable costs of collection in such collection action, as part of the sum due, if the same shall not be paid within the required time period. In the event that any money judgment may be rendered in any such suit for collection of Proportionate Share, the holder of such judgment may request that the System Operator include the amount due under such judgment as an Assessment against the Owner or Owners, or their Successors, and their respective Parcels as are obligated to pay such judgment, and thereupon the System Operator may exercise all rights and remedies available to it for the collection of an Assessment. The System Operator shall not be obligated to make such Assessment nor to undertake such collection.

(8) In the event that, after the date any Proportionate Share is determined, any Owner shall convey to another party any one or more or part of any Parcel as may have been owned by such Owner as of the date of determination of the Proportionate Share in question, then all portions of the said Parcel, as well as both the Grantor Owner and all Grantee Owners shall each be fully and personally obligated to pay the entire amount of such Proportionate Share, but nothing herein shall be deemed to determine the relative obligation between such Grantor Owner and the said Grantee Owner or Owners, or the relative rights of the several Grantees Owners among themselves.

(9) In the event that any questions may arise relating to the qualification of expenditures as Installation Costs and/or the allocation of Proportionate Shares in relation thereto, such questions shall be

resolved by submission to arbitration in accordance with the provisions of Section 7 hereof. Such questions may include, but shall not be limited to, (i) the determination of the identity of any affected parties, (ii) the nature and amount of costs to be included in Installation Costs, (iii) the classification of Installation Costs as Subsidiary Installation Costs, (iv) the parties obligated to pay or entitled to receive reimbursement of, Proportionate Share, (v) the dollar or percentage amount of Proportionate Share to be allocated to each affected party, and (vi) the amount of sewer capacity to be charged to each Parcel upon which the Proportionate Shares shall be calculated.

(j) Superiority of Easement. It is the intention of the parties hereto that any present and future estates or interests in the Property, or the creation of any liens thereon, are and shall be subject to the estates and interests created under the provisions of this Cross-Easement Agreement. It is further agreed and provided that the right to charge and collect any Proportionate Share (as that term is herein defined), and the obligation to pay such Proportionate Share, as herein established, cannot be altered, changed, divested, abated or eliminated by the creation of any future estate, interest or lien in or on the Property.

2. Maintenance and Improvements by Lot Owners.

(a) General Obligations. Except as expressly provided herein as the responsibility of the System Operator pursuant to the Spray Irrigation System, each Parcel Owner shall keep, maintain and repair, according to such Owner's reasonable discretion, the land and improvements located within said Parcel, including, without limitation, fencing, landscaping, and like.

(b) Operational Responsibilities. If Quaker or one of its Successors is the Developer Party, and until such time (if any) as Okehocking or one of its Successors becomes a Connecting Party, (i) all operating deficits of the System Operator shall be borne by Quaker and reimbursed upon demand to the System Operator. Unless otherwise agreed by Okehocking, Okehocking or the Township of Willistown shall actually perform the functions of System Operator but shall be indemnified by Quaker for any such operating deficits during said period. As used herein, operating deficits means all costs of operating and maintaining the entire Spray Irrigation Agreement as then constructed in excess of actual operating revenues, including without limitation charges and deficits for which Okehocking may be liable under the Spray Irrigation Agreement. The System Operator shall keep full and sufficient records of all income and expenses from operations, which shall be

available for review and inspection by any party bearing the responsibility for operating deficits. Once the North Side Property or a portion thereof is connected to and serviced by the Spray Irrigation System, all such deficits shall be borne by the System Operator.

(c) Responsibilities Regarding Easements and Utilities.

Each Parcel Owner shall be responsible for any costs, charges, fees and assessments imposed by the System Operator on such Owner's Parcel in connection with the use, enjoyment or right to connect to the pipes, mains, lines, conduits and associated facilities now or hereafter located on the Property to provide sanitary sewage service to each Parcel, whether billed directly to the Owner thereof or whether billed to one or both of the Declarants. Each Parcel Owner shall be responsible for and shall pay all costs, expenses, charges and liabilities in connection with or arising from any work needed or used to implement connection of improvements on such Owner's Parcel to the Spray Irrigation System and all other utilities, and restoration of the areas disturbed by such work to its prior existing condition, including the cost of all labor, equipment and materials. All such Owners shall exercise the use and enjoyment of the easements and rights described and created in this Agreement in a manner designed and intended to minimize interference with the use and enjoyment of such easements and rights by other Parcel Owners.

3. Common Highway and Water Improvements. Declarants, or their affiliates have been parties to one or more certain other agreements wherein cross-easements were contemplated for certain highway improvements and water lines in Route 3, i.e., the road separating the North Side Property from the South Side Property. The parties hereto agree that such provisions shall not be established, and that they are purposefully omitted herefrom.

4. Duration of Agreement; Construction Obligations.

(a) No Obligation to Develop. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not be deemed to establish any obligation on the part of Declarants, or of either of them, or their respective Successors, to erect, construct, install, connect to or use the Spray Irrigation System or any other systems, facilities, services or other improvements on the Property. Nothing herein shall be deemed to create in any Parcel Owner or any other person or entity the right to require Declarants, or either of them, or their Successors, to erect, construct or install such improvements, or to create the right to be compensated in the event that Declarants do not erect, construct, install, connect to or use such improvements, or for any errors of omission or commission of Declarants in

connection with the erection, construction, installation or maintenance of such improvements.

(b) Construction Obligations. If a Developer Party proceeds with construction of any portion of the System upon the property of another party pursuant to the authority of this Agreement, such Developer Party shall first be required to provide to such other Party:

(1) a signed construction contract with a responsible general contractor to perform the work in question, in form reasonably satisfactory to such other party and containing an indemnity by the contractor for any injury or property damage caused by such contractor's operations, and containing a minimum construction warranty of one (1) year against defects and deficiencies (such indemnity and covenants to run to the benefit of both Declarants and their Successors),

(2) a signed waiver of mechanics liens by said general contractors and all other prime contractors, to be filed of record before their respective commencement of any work,

(3) commercial liability insurance with minimum aggregate limits of \$3,000,000 having both Declarants as insureds, covering all accidents, injuries and property damage during construction,

(4) for particular work costing more than \$250,000, a dual obligee surety bond covering performance and labor and material payment, with a responsible bonding company, naming both Declarants as beneficiaries,

(5) reasonable proof of the obtaining of all necessary governmental permits and approvals, and

(6) reasonably detailed plans and specifications for the work, meeting the requirements of this Agreement.

(c) Extinguishment of Easements. As to the Easements herein created for the Spray Irrigation System it is provided as follows:

(1) For such period of time as Quaker, or any wholly owned subsidiary of Quaker or of Fidelity Bank, N.A. shall own and retain a majority ownership interest in the South Side Property, the easements herein established shall not be extinguished without the written

consent of Fidelity, provided however, compliance with the terms of the following sub-paragraph (2) shall result in such extinguishment.

(2) Said easements as they benefit the South Side Property shall be extinguished upon the issuance of all required permits and approvals, including but not limited to construction permits and approvals, by all regulatory bodies having jurisdiction over the South Side Property and/or the improvements to be erected thereon, beyond all periods of further appeal by any public, quasi-public, private or other entities or persons, of the right to construct and/or use a sanitary sewage disposal system that does not require the Spray Irrigation System or approval, beyond appeal, of any other system not requiring use of any portion of the North Side Property. In the case of any extinguishment of easements as they benefit the South Side Property under this subclause (c)(2) or subclause (c)(3) below, there shall also be extinguished such easements which benefit the North Side Property as shall not then be required for the construction, use or operation of facilities then in existence, or for proposed facilities for which substantial commitments have then been made or undertaken.

(3) Said easements as they benefit the South Side Property shall be extinguished at such time as shall constitute a full three (3) year period having expired after neither Quaker nor Fidelity has a remaining majority interest in the ownership of the South Side Property, and if at that time neither Declarant nor their respected Successors has commenced in good faith construction of the Primary Treatment and Collection Facilities, after having been issued all permits therefor, beyond appeal, ("Commence Construction") subject to the provisions of subsection B below:

A. Fidelity and Quaker each agree to give prompt notice to Okehocking of each change in ownership in, or conveyance of, any part of the South Side Property.

B. In the event that, at the time of the expiration of said three (3) year period, the parties then in ownership of the South Side Property shall have a good faith application pending for approval of development of the South Side Property wherein the use of the Spray

Irrigation System is a part of any applications submitted for such purpose, and such applications are then being currently processed, the period within which such parties may Commence Construction so as to avoid extinguishment shall be extended until ninety (90) days after such time as such applications are finally determined.

C. Okehocking, or its Successors, shall have the privilege of attempting to design, and secure all necessary approvals, beyond appeal, for an alternative sewage disposal system for the South Side Property wherein the Cross Easement Agreements herein established, for sewage disposal, shall not be required for either the North Side Property or the South Side Property. In the event all such approvals are secured, beyond appeal, for such alternative system, Quaker agrees that the Spray Easement System easements herein established for the benefit of the South Side Property shall be extinguished, provided that the cost to be borne for the installation of such alternative system shall not exceed the costs that would be borne by the Owners of Parcels in the South Side Property for the installation of the Spray Irrigation System.

(i) Okehocking shall initially bear the costs of design and of securing approval, beyond appeal, of such alternative sewage disposal system, and shall be entitled to reimbursement therefor by Quaker, to the extent of, but not in excess of, the costs that would have been paid by Quaker for the designing and approval of the use by the South Side Property of the Spray Irrigation System.

(ii) Any dispute or questions as to the allocation of costs as provided in this subparagraph C shall be resolved by submission to binding arbitration in accordance with the terms of Section 7 hereof.

(4) In the event of the occurrence of any event or events that qualify for the extinguishment of the Spray Irrigation Easement System easements as herein established, then each of the parties hereto, on their own behalf and on behalf of their respective Successors and assigns, agrees to execute, in recordable

form, any instrument required to effectuate the extinguishment of easements, of record, as herein provided.

(d) Easement in Perpetuity. Until and unless events have occurred which qualify for such extinguishment of any easement herein established, or until and unless a document evidencing extinguishment thereof has been duly recorded, each of the easements, covenants, charges, liens, conditions and servitudes set forth or established in this Agreement shall be deemed granted in perpetuity, as equitable servitudes and as covenants running with the land.

5. Notice.

(a) Registration. Each Parcel Owner, within ten (10) days after becoming an Owner, shall notify the System Operator and Designated Representatives in writing of its name and mailing address. Each such Owner, within ten (10) days after encumbering any Parcel with a mortgage, shall notify the System Operator and Designated Representatives of the name and mailing address of such mortgagee. The System Operator and Designated Representatives shall be notified of any changes in the foregoing information within ten (10) days after such change occurs, unless later extinguished. Until any such notice is received by the System Operator or Designated Representatives, the System Operator or Designated Representatives may rely on any information theretofore given to it, and any notice served upon any party in accordance with the information last received by the System Operator or Designated Representatives, as the case may be, whether or not it be currently correct, shall be good and sufficient notice by the System Operator or Designated Representatives, as the case may be.

(b) Sufficient Notice. Any notice required to be given under this Agreement shall be deemed sufficiently given, on the day sent, if sent by certified mail, return receipt requested, or by any reputable overnight or hand delivery courier with receipted delivery service, to the address first set forth above for Declarants or to the addresses last provided pursuant to Section 5(a) above for all Parcel Owners, or such other address as any party hereto, or any Affected Party Parcel Owner shall provide to the other party hereto or to any Affected Party Parcel Owner by notice given in accordance with this Section. Once a Designated Representative has been designated for a Main Parcel, service on such Designated Representative shall constitute full and sufficient service on all owners of such Main Parcel. Okehocking and Quaker shall be the initial Designated Representatives and shall have for such purposes the addresses set forth at the beginning of this Agreement.

(c) Other Parties. Any notice to be given hereunder to any Developer Party or Affected Party shall be given in the same manner as provided in Section 5(b) above.

6. Recordation of Easement Descriptions. Each Declarant, on behalf of itself and of its Successors, agrees, at the request of the other Declarant and/or its Successors, to join in the execution of, and the recording of, from time to time, with the Recorder of Deeds of Chester County, supplements to this Agreement to disclose metes and bounds descriptions, or corrections or amendments thereto, as available, of all easements now or hereafter created, established or granted pursuant to this Agreement.

7. Arbitration of Disputes. All claims and/or disputes relating to or arising out of this Agreement, as are specifically provided to be subject to resolution by submission to arbitration, shall be submitted to and shall be resolved by arbitration in accordance with the rules of the American Arbitration Association (herein "AAA") as administered by its office situate in the City of Philadelphia, Pennsylvania. The arbitration shall be heard in an arbitration proceedings to be conducted in the manner set forth in the succeeding Sections.

(a) Successor Entity. In the event that at the time any request for arbitration hereunder may be involved, the AAA is no longer in existence or does not perform such function, then such request for arbitration shall be to the entity performing the functions most closely related to those performed by AAA as of the date of this Agreement. In such case, all references to AAA herein shall be deemed to be references to such successor entity.

(b) Notice of Arbitration. Notice of arbitration shall be provided in a manner consistent with Section 5 hereof, as well as within the rules of the AAA, at the times as set forth in this Agreement, or otherwise as soon as practicable after a claim or dispute has arisen and a request for arbitration has been made. Failure to provide prompt notice of a request for arbitration, however, shall not constitute a waiver or the right thereto or of the obligation to proceed therewith. Notwithstanding the foregoing, the right of arbitration shall be deemed waived if an appropriate action is commenced in a court of competent jurisdiction with regard to the claim or dispute under this Agreement and the right of arbitration is not raised as a defense thereto in a timely-filed motion to stay pending pursuit of arbitration, or other appropriate initial pleading.

(c) Rules. All arbitrations, while "private", shall be governed by the rules of the AAA, except when said rules may be

inconsistent with this Agreement in which event the provisions hereof shall control.

(d) Claimant Party Duties. The party desiring such arbitration (herein called "Claimant") shall file such party's request for Arbitration with the AAA, shall pay the costs associated with such filing, shall request the institution of the arbitration procedure and shall concurrently give written notice to all other parties against whom claim is made (herein, in the aggregate called "Respondent"), as well as to all other parties who are deemed to be Affected Parties as that term is defined in this Agreement. Said notice shall be given in the manner herein provided and shall include a definition of the issue or issues to be arbitrated, and the Articles, Sections or paragraphs of this Agreement applicable thereto.

(e) Respondent Party Duties. The Respondent may, at any time prior to the final appointment of the arbitrator or arbitrators, set forth a counter definition of the issue, or of any additional issues to be arbitrated, and the Articles, Sections or paragraphs of this Agreement applicable thereto. Such counter definition shall be in writing, shall be filed with the AAA and a true and correct copy thereof shall be served on the Claimant as well as on all other parties constituting the Respondent, if any.

(f) Issues to be Arbitrated. The issues to be arbitrated shall be limited to those set forth in the original definition of issues by the Claimant and in any timely counter definition of issues submitted by any Respondent. Any party to the arbitration shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret the terms, covenants, agreements, provisions, conditions and limitations of this Agreement, and may not change any of same, nor deprive any party to this Agreement of any right or remedy expressly or impliedly provided herein.

(g) Other Participating Parties. Any other Affected Party or Parcel Owner (herein "Owner") who deems that the issues in the arbitration may affect the interest of said Affected Party or Owner, shall be entitled, but shall not be required, to participate in the arbitration hearings upon filing therein a notice of such Affected Party's or Owner's interest and intention, and upon agreeing to bear and pay an equal proportionate share of the costs and expenses thereof. In any election to participate, such Affected Party or Owner shall state whether such participation will be as a party Claimant or a part Respondent.

(h) Constituent Parties. Each reference above to Claimant and Respondent shall include therein each separate Party

constituting the group of other parties included as Claimant and/or Respondent.

(i) Arbitrator's Determination Conclusive. The parties to the arbitration shall proceed expeditiously towards the completion thereof. The determination of the arbitrator shall be conclusive upon the parties to the arbitration. Each party to any such arbitration, agrees to act in compliance with the determination of the arbitrator, and judgment upon the award of the arbitrator may be entered in any court having jurisdiction over the parties to the arbitration proceedings.

(j) Arbitrator's Notice of Decision. The arbitrator shall give written notice to the parties to the arbitration stating the final determination of the arbitrator and shall furnish to each participating party a signed copy of such determination.

(k) Costs. The expense and costs of such arbitration shall be promptly paid by the parties thereto and shall be borne equally by all parties thereto, unless the arbitration award shall otherwise provide.

(l) Definition of "Arbitrator". The terms "arbitrator" as used herein shall include any one or more arbitrators, and/or their successors, as same may be designated by the AAA, or its successor entity, in any separate arbitration proceeding invoked hereunder.

(m) Finality. All arbitrations shall be final and non-appealable and judgment may be entered thereon in any court of competent jurisdiction.

(n) Collateral Actions. Notwithstanding the above, nothing contained in this Article shall limit the right of any party hereto to obtain an order directing the appointment of arbitrators, the arbitration hearing to be held, a temporary restraining order, injunction or similar court action concerning any claim or dispute until the said claim or dispute can be heard in arbitration and an award rendered therein.

8. Binding Effect. Without limiting any provisions set forth more particularly elsewhere in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Declarants, their Successors, each Parcel Owner, and their respective successors and assigns, provided that each Parcel Owner shall be responsible only for the performance of those obligations which accrued or are applicable during the period of its ownership of such Parcel, except as may be expressly herein stated to the

contrary in this Agreement regarding prior unpaid Assessments. In addition:

(a) Warranty of Authority. Each party hereto warrants and represents that it has full right and authority to execute this Agreement, that, in accordance with its charter and/or any other instrument creating such party as an entity, the terms and provisions of this Agreement are within the powers and authorities granted to such party, and that the individuals executing this Agreement are fully authorized to do so by and on behalf of the party for whom such signing party is acting.

(b) Continuing Okehocking Interest. Without limiting the benefit of this Agreement as to any other party, the provisions in this Agreement pertaining to the Spray Irrigation System shall inure to the benefit of Okehocking for so long as Okehocking shall have any continuing obligations or liabilities under the Spray Irrigation Agreement or in connection with the Spray Irrigation System, whether or not Okehocking shall continue to be an owner of any Parcel, and Okehocking shall have the right to enforce such provisions.

(c) Assignment of Reimbursement Rights. Either Declarant, or any Successor to either Declarant, may assign its right to receive any reimbursement of Proportionate Shares, provided however that such assignment shall be under and subject to the obligations, if any, that the Assignor would have for payment of any future Proportionate Share, and further provided that, by the acceptance of such assignment, the assignee thereby becomes obligated, concurrently with the assignee, for any Proportionate Share that might thereafter be due and payable by the assignee.

(d) General. This Agreement shall continue in full force and effect notwithstanding the destruction or removal of any improvements now or hereafter situated on any Parcel. Except as provided to the contrary in this Agreement, this Agreement may be modified only by a duly executed and recorded amendment to this Agreement. This Agreement and the rights herein granted shall be subject to all applicable governmental laws and ordinances, and construed in accordance with the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement shall be deemed to be void or unenforceable, all other provisions hereof shall be severed therefrom and shall remain in full force and effect. Whenever the approval of a party is required under this

C:CRB-EA94.AGT

Agreement, such party shall reasonably exercise its discretion in granting or refusing its approval.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

OKEHOCKING ASSOCIATES, a Pennsylvania limited partnership

By: TPC Willistown Corporation,
a Pennsylvania corporation, its
sole general partner

By: [Signature]
(Vice) President

Attest: [Signature]
(Asst.) Secretary

(CORPORATE SEAL)

QUAKER REAL ESTATE, INC., a Pennsylvania corporation

By: [Signature]
(Vice) President

Attest: [Signature]
(Asst.) Secretary

(CORPORATE SEAL)

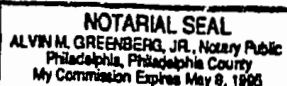
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Philadelphia : ss.

On this 14th day of March, 1993, before me, the undersigned notary, personally appeared John M. Greenberg, Jr., to acknowledge himself/herself to be the (Vice) president of TPC Willistown Corporation, a Pennsylvania corporation which is the sole general partner of OKEHOCKING ASSOCIATES, a Pennsylvania limited partnership, and that he/she, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer, on behalf of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

John M. Greenberg, Jr.
NOTARY PUBLIC

My commission expires:



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Philadelphia : ss.

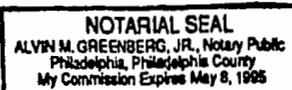
On this 14th day of March, 1993, before me, the undersigned notary, personally appeared John M. Greenberg, Jr., to acknowledge himself/herself to be the (Vice) president of QUAKER REAL ESTATE, INC., a Pennsylvania corporation, and that he/she, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

John M. Greenberg, Jr.
NOTARY PUBLIC

My commission expires:

-27-



DK 3528 PG 2287

JOINDER AND CONSENT

QUAKER REAL ESTATE, INC. ("Quaker"), a Pennsylvania corporation, being the holder of the mortgage of certain of the Lots, hereby consents to the foregoing Cross-Easement Agreement and agrees to be bound by the terms and conditions thereof as mortgagee, to the same extent as if such Agreement were executed and duly recorded on the public record prior to the execution of any mortgages held by Quaker covering any portion of the Property.

Attest:

Patricia A. Hansen
Asst. Secretary

QUAKER REAL ESTATE, INC.,
a Pennsylvania corporation

BY: *[Signature]*
Vice President

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF *Philadelphia* :

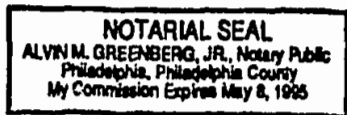
: ss.

On this *18th* day of *March*, 1993, before me, the undersigned notary, personally appeared *James A. Smith*, to acknowledge himself/herself to be the (Vice) president of QUAKER REAL ESTATE, INC., a Pennsylvania corporation and that he/she, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Quaker Real Estate, Inc. by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Alvin M. Greengberg, Jr.
NOTARY PUBLIC

My commission expires:



BK 3528 PG 2288

PREMISES "A"

ALL THOSE TWO CERTAIN lots or pieces of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, Situate in the Township of Willistown, County of Chester, State of Pennsylvania, bounded and described according to a subdivision Plan for Delchester Group made by Chester Valley Engineers, Inc., Paoli, Pa. dated 12-12-1985 last revised 1-21-1986, recorded 3-3-1986 in Recorder of Deeds Office, Chester county in Plan Pile #6160 as follows, to wit:

BEGINNING at a point marking the intersection of the legal right of way line, also being the title line in the bed of, on the southerly side of West Chester Pike, Route #3, LA 133 (variable widths) and the East side of Garrett Mill Road (33 feet wide) (as shown on said plan); thence extending from said beginning point along the Easterly side of said Garrett Mill Roads North 22 degrees 57 minutes 00 seconds West crossing over the center line of said West Chester Pike, the Northerly right of way line of the same and extending along lands of Mary B. Donohue, 650.03 feet to a point of curve; thence extending along the same the two following courses and distances: (1) North 57 degrees 53 minutes 00 seconds East, 995.00 feet to a point and (2) South 27 degrees 42 minutes 56 seconds East, recrossing the Northerly legal right of way line of the aforesaid West Chester Pike, 845.00 feet to a point on the title line in the bed of the same; thence extending along the same two following courses and distances: (1) south 67 degrees 21 minutes 00 seconds West 632.52 feet to a point and (2) South 71 degrees 10 minutes 00 seconds West 421.07 feet to the first mentioned point and place of beginning.

BEING Lot #8 as shown on said plan.

CONTAINING 17.679 Acres to title line in bed of West Chester Pike and title line along East side of Garrett Mill Road.

Chester County Tax Parcel #54-8-14.1

BEGINNING at a point marking the intersection of the title line in the bed of West Chester Pike, Route #3, LR 133 and the center line of Delchester Road (30 feet wide) (as shown on said plan); thence extending from said beginning point along said title line of West Chester Pike the three following courses and distances: (1) South 71 degrees 17 minutes 00 seconds West, 1151.09 feet to a point; (2) South 72 degrees 45 minutes 00 seconds West 294.82 feet to a point and (3) South 73 degrees 04 minutes 00 seconds West 85.04 feet to a point a corner of land of Chester County Historical Society; thence extending along the same the three following courses and distances: (1) North 16 degrees 56 minutes 00 seconds

Exhibit "A"

West 50.00 feet to a point; (2) south 73 degrees 04 minutes 00 seconds West 50.00 feet to a point and (3) South 16 degrees 56 minutes 00 seconds East, 50.00 feet to a point on the title line of West Chester Pike, aforesaid; thence extending along the same the four following courses and distances: (1) South 73 degrees 04 minutes 00 seconds West 14.12 feet to a point; (2) South 73 degrees 22 minutes 00 seconds West 739.30 feet to a point; (3) South 36 degrees 17 minutes East 20.50 feet to a point and ~4) South 56 degrees 35 minutes 00 seconds West 49.33 feet to a point a corner of Lot #7; thence extending along the same the three following courses and distances: (1) North 36 degrees 38 minutes 54 seconds West 28.84 feet to a point, said point being on the Northerly legal right of way line of West Chester Pike; (2) North 21 degrees 51 minutes 52 seconds West 680.00 feet to a point and (3) North 66 degrees 21 minutes 56 seconds East 1950.00 feet to a point a corner of land of William Katz; thence along the same, North 75 degrees 51 minutes 08 seconds East, crossing the Westerly side of Delchester Road, aforesaid, 330.00 feet to a point on the center line of the same, said point also being a corner of land of Pa. Dept. of Transportation; thence extending North 75 degrees 47 minutes 36 seconds East, crossing the Easterly side of said Delchester Road, 490.06 feet to a point; thence extending still along lands of said Pa. Dept. of Transportation and also along lands of Great Valley School District, North 13 degrees 26 minutes 30 seconds West 266.04 feet to a point a corner of lands of said School District; thence extending along the same, North 70 degrees 13 minutes 30 seconds East 233.65 feet to a point; thence extending South 20 degrees 00 minutes 30 seconds East 299.35 feet to an iron pin found; thence extending South 17 degrees 10 minutes 00 seconds East 274.49 feet to a point; thence extending South 16 degrees 06 minutes 00 seconds West 119.14 feet to an iron pin found; thence extending south 07 degrees 16 minutes 00 seconds East 174.50 feet to an iron pin found; thence extending South 02 degrees 14 minutes 00 seconds West, recrossing the Northerly legal right of way line of West Chester Pike, 238.13 feet to a point on the title line in the bed of the same; thence extending along the same, South 68 degrees 28 minutes 00 seconds West, 408.94 feet to the first mentioned point and place of beginning. BEING Lot #9 as shown on said Plan.

CONTAINING 55.617 Acres to title line of West Chester Pike.

Chester County Tax Parcel #54-8-14.2

PREMISES "B"

ALL THAT CERTAIN lot or piece of! ground with the buildings and improvements thereon erected, hereditaments and appurtenances, Situate in the Township of Willistown, County of Chester, State of Pennsylvania, bounded and described according to a Subdivision Plan for Delchester Group, made by Chester valley Engineers, Inc., Paoli, Pa. dated 12-12-1985, last revised 1-21-1986 and recorded

3-3-1986 in Recorder of Deeds Office, Chester County in Plan File #6160 as follows, to wit:

BEGINNING at a point in the title line in the bed of West Chester Pike (Route #3) (L.R. 133) at a corner of Parcel No. 8, as shown on said plan, which point is measured the two following courses and distances along said title line from its intersection with the extended title line in the bed of Garrett Mill Road: (1) from said point of intersection North 71 degrees 00 minutes 00 seconds East, 421.07 feet to an angle point and (2) North 67 degrees minutes 00 seconds East 632.52 feet to the point of beginning; thence extending from said beginning point along Parcel No. 8 the two following courses and distances to wit: (1) North 27 degrees 42 minutes 56 seconds West 845 feet to a corner point and (2) South 57 degrees 53 minutes 00 seconds West 995 feet to a point on the title line in the bed of Garrett Mill Road, aforesaid; thence extending through the bed of Garrett Mill Road, the three following courses and distances, to wit: (1) North 23 degrees 32 minutes 00 seconds West 585.58 feet to an angle point, (2) North 82 degrees 50 minutes 00 seconds West 25.30 feet to an angle point and (3) North 4 degrees 34 minutes 00 seconds West 267.33 feet to a point, a corner of Parcel No. 5 as shown on said plan; thence leaving Garrett Mill Road, and extending along Lot No. 5 the two following courses and distances, to wit: (1) North 34 degrees 30 minutes 55 seconds East crossing Ridley Creek, 361.31 feet to a point and (2) North 68 degrees 3 minutes 00 seconds East 400 feet to a point: a corner of Parcel No. 6, as shown on said plan; thence extending along Parcel No. 6 the three following courses and distances to wit: (1) North 44 degrees 57 minutes 30 seconds East 1404.28 feet to a corner point, (2) South 40 degrees 32 minutes 13 seconds East 450 feet to a corner point and (3) North 43 degrees 56 minutes 31 seconds East, 503.55 feet to a point, a corner of lands now or late of William L. Van Allen, Jr.; thence extending along the last mentioned lands North 64 degrees 54 minutes 47 seconds East, crossing a stream of water, and passing over an iron pipe set on the Southwesterly side of Delchester Road, 1530.30 feet to a point in the title line in the bed of Delchester Road; thence extending through the bed of said Delchester Road the two following courses and distances to wit: (1) South 19 degrees 35 minutes 34 seconds East 44.86 feet to an angle point and (2) South 11 degrees 53 minutes 34 seconds East, 888.57 feet to a point, a corner of lands now or late of William Katz; thence extending along the last mentioned lands the two following courses and distances to wit: (1) South 76 degrees 44 minutes 26 seconds West 255.19 feet to a corner point and (2) South 4 degrees 26 minutes 3 seconds East 420 feet to a point in line of Parcel No. 9, as shown on said plan; thence extending along Parcel No. 9 the three following courses and distances to wit: (1) South 66 degrees 21 minutes 56 seconds West 1950 feet to a corner point, (2) South 21 degrees 51 minutes 52 seconds East 680 feet to an angle point, and (2) South 36 degrees 38 minutes 54 seconds East 28.84 feet to a point in the title line in the bed of West Chester Pike (Route 3) (L.R. 133), aforesaid;

thence extending rough the bed of West Chester Pike the two following courses and distances, to wit: (1) South 56 degrees 35 minutes 00 seconds West 329.74 feet to an angle point and (2) south 64 degrees, 9 minutes 00 seconds West, 300.27 feet to a point, a corner of Parcel No. 8, being the first mentioned point and place of beginning.

CONTAINING 117.135 Acres, be the same more or less.

BEING Parcel No. 7, as shown on said Plan.

Chester County Tax Parcel #54-8-14

EXHIBIT "B"

ALL THOSE FOUR CERTAIN lots or pieces of ground, SITUATE in the Township of Willistown, County of Chester and State of Pennsylvania, bounded and described according to a Plan of Survey for Terramics Property Co. made by Chester Valley Engineers, Inc., 159 W. Lancaster Avenue, Paoli, PA 19301 dated June 3, 1991 as follows, to wit:

PREMISES "A"

THE FIRST THEREOF BEGINNING at a point of intersection of the title lines in the bed of West Chester Pike, Route 3, SR-0003 and Delchester Road, SR-2013; thence extending South 25 degrees 45 minutes 32 seconds East along the title line in Delchester Road 722.86 feet to a point in the line dividing Delaware County and Chester County, thence extending along same, crossing the Westerly side of Delchester Road, South 61 degrees 34 minutes 52 seconds West 1065.28 feet to a point; thence extending still along same, South 60 degrees 16 minutes 24 seconds West 441.51 feet to a point; thence extending still along same South 60 degrees 51 minutes 22 seconds West partly crossing the bed of Ridley Creek, 841.19 feet to a point in the bed of Ridley Creek; thence extending along the bed of Ridley Creek and along the dividing line between this premises and the premises to the West the four following courses and distances (1) North 20 degrees 39 minutes 14 seconds West 160.43 feet to a point; thence (2) North 22 degrees 49 minutes 21 seconds West 193.72 feet to a point; thence (3) North 18 degrees 06 minutes 24 seconds West 240.79 feet to a point; thence (4) North 40 degrees, 46 minutes 44 seconds West 300.80 feet to a point in the dividing line between this premises and premises to the North; thence extending further along said dividing line North 63 degrees 24 minutes 25 seconds East recrossing Ridley Creek, 239.73 feet to a point a bend; thence extending further along said dividing line North 25 degrees 17 minutes 05 seconds West crossing the Southerly side of West Chester Pike, 112.12 feet to a point on the title line in the bed of West Chester Pike; thence extending along same North 59 degrees 44 minutes 5 seconds East 539.78 feet to a point; thence extending further along same North 09 degrees 07 minutes 58 seconds West 20.56 feet to a point; thence extending further along same North 73 degrees 04 minutes 00 seconds East 149.16 feet to a point; thence extending further along same North 72 degrees 45 minutes 00 seconds East 294.82 feet to a point; thence extending North 71 degrees 17 minutes 00 seconds East 1151.09 feet to the point of beginning.

CONTAINING 47.587 acres.
Chester County Tax parcel 54-8-73

BK 3528 PG 2293

PREMISES "B"

THE SECOND THEREOF BEGINNING at a point in the title line of West Chester Pike, Route 3, SR-003, which point is measured the two (2) following courses and distances from the point of intersection of said title line with the title line in Garret Mill Road, SR-2022, i.e., (1) North 71 degrees 10 minutes 00 seconds East 421.07 feet to a point; (2) North 67 degrees 21 minutes 00 seconds East 596.21 feet to the point and place of beginning; thence further along said title line North 67 degrees 21 minutes 00 seconds East 36.31 feet to a point; thence further along same North 64 degrees 29 minutes 00 seconds East 295.49 feet to a point; thence crossing the southerly portion of West Chester Pike and continuing along a dividing line between this premises and the premises to the East South 67 degrees 40 minutes 55 seconds East 303.82 feet to a point; thence further along said dividing line and partly crossing the bed of Ridley Creek North 63 degrees 24 minutes 25 seconds East 119.06 feet to a point; thence extending along the bed of Ridley Creek, and along a dividing line between this premises and the premises to the East the four (4) following courses and distances, i.e., (1) South 40 degrees 46 minutes 44 seconds East 300.80 feet to a point; (2) South 18 degrees 06 minutes 24 seconds East 240.79 feet to a point; (3) South 22 degrees 49 minutes 21 seconds East 193.72 feet to a point; and (4) South 20 degrees 39 minutes 14 seconds East 160.43 feet to a point in the line dividing Delaware County and Chester County; thence along said line South 60 degrees 51 minutes 22 seconds West 847.10 feet to a point in the line of the lands of C. William Kraft, Jr.; thence extending along same North 33 degrees 53 minutes 10 seconds West 342.11 feet to a stone monument in the dividing line between this premises and the premises to the North; thence along same North 61 degrees 28 minutes 09 seconds East 130.00 feet to a point, a bend in said dividing line; thence North 19 degrees 33 minutes 02 seconds West, recrossing the southerly portion of West Chester Pike 814.83 feet to a point in the title line of West Chester Pike, the place of beginning.

CONTAINING 19.014 acres
Chester County Tax Parcel 54-8-73.1

PREMISES "C"

THE THIRD THEREOF BEGINNING at a point in the title line of West Chester Pike, Route 3, SR-0003, which point is measured North 71 degrees 10 minutes 00 seconds East 191.08 feet from the point of intersection of said title line with the title line in Garret Mill Road, SR-2022; thence extending along same North 71 degrees 10 minutes 00 seconds East 229.99 feet to a point; thence further along same North 67 degrees 21 minutes 00 seconds East 596.21 feet to a point in the line dividing this premises and the premises to the East; thence along same, crossing the southerly side of West Chester Pike South 19 degrees 33 minutes 02 seconds East 814.83 feet to a point; thence further along said dividing line South 61 degrees 28 minutes 09 seconds West 130.00 feet to a point, a stone monument; thence extending along the lands of C. William Kraft, Jr. South 61 degrees 21 minutes 37 seconds West 716.52 feet to a point; thence extending along the lands of Louis R. Smith, Jr. North 18 degrees 53 minutes 33 seconds West, recrossing the Southerly portion of West Chester Pike 924.01 feet to the title line in the bed of West Chester Pike, the first mentioned point and place of beginning.

CONTAINING 16.509 Acres
Chester County Tax Parcel 54-8-70

PARCEL "D"

THE FOURTH THEREOF BEGINNING at a point on the legal right of way line of West Chester Pike, Route 3, SR 0003, the following four courses and distances from the intersection of Title lines in Garrett Mill Road and West Chester Pike, viz: (1) North 71 degrees 10 minutes 00 seconds East 421.07 feet to a point; (2) North 67 degrees 21 minutes 00 seconds East 632.52 feet to a point; (3) North 64 degrees 29 minutes 00 seconds East 295.49 feet to a point and (4) South 67 degrees 40 minutes 55 seconds East 154.05 feet to the point of beginning; thence extending along said legal right of way line the following 15 courses and distances, viz: (1) North 57 degrees 02 minutes 30 seconds East 7.00 feet to a point; (2) North 62 degrees 38 minutes 28 seconds East 50.25 feet to a point; (3) North 57 degrees 02 minutes 30 seconds East 25.50 feet to a point; (4) North 37 degrees 23 minutes 16 seconds East 29.15 feet to a point; (5) North 68 degrees 21 minutes 06 seconds East 20.12 feet to a point; (6) North 36 degrees 38 minutes 54 seconds West 5.18 feet to a point; (7) North 68 degrees 21 minutes 06 seconds East 134.59 feet to a point; (8) South 36 degrees 38 minutes 54 seconds East 15.53 feet to a point; (9) North 68 degrees 21 minutes 06 seconds East 17.61 feet to a point; (10) South 58 degrees 31 minutes 07 seconds East 25.00 feet to a point; (11) North 68 degrees 21 minutes 06 seconds East 40.00 feet to a point; (12) North 12 degrees 02 minutes 30 seconds East 36.06 feet to a point; (13) North 54 degrees 18 minutes 57 seconds East 20.62 feet to a point; (14) South 85 degrees 05 minutes 13 seconds East 33.54 feet to a point; (15) South 89 degrees 50 minutes 49 seconds East 58.24

feet to a point; thence extending South 25 degrees 17 minutes 05 seconds East 67.93 feet to a point; thence extending South 63 degrees 24 minutes 25 seconds West crossing the bed of Ridley Creek 358.79 feet to a point; thence extending North 67 degrees 40 minutes 55 seconds West 149.77 feet to the point of beginning.

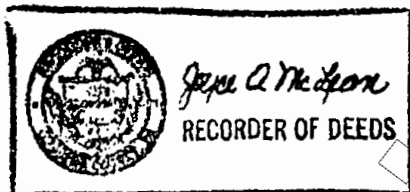
CONTAINING 1.029 Acres
Chester County Tax Parcel 54-8-72

BK 3528 PG 2296

020489

RECORDER OF DEEDS
CHESTER COUNTY, PA.

93 MAR 24 AM 11:44



#20489

MISC

WRIT TAX

SUBTL

CHECK

ITEM 10

03-24-93 WED #0

55.00

0.50

122.50

122.50

ELLIE 9658 11:47TH

WILLISTOWN

STATE STAMPS

SUBTL

TOTAL

CHECK

CHECK

ITEM 2

03-24-93 WED #0

622.56

622.56

1245.12

1245.12

622.56

622.56

ELLIE 9660 11:53TH

55.50

CE

BK3528PG2297

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-8910

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	622.56
Book Number	3528
Page Number	2258
Date Recorded	3-24-93

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: Elliot Unterberger, Esq Telephone Number: _____
 Street Address: 1760 Market Street, Philadelphia City: PA State: PA Zip Code: 19103

B TRANSFER DATA

Grantor(s)/Lessor(s): OKEHOCKING ASSOCIATES and QUAKER REAL ESTATE, INC. Date of Acceptance of Document: 3-18-93
 Grantee(s)/Lessee(s): QUAKER REAL ESTATE, INC. OKEHOCKING ASSOCIATES
 Street Address: c/o Terramics Property Company Street Address: c/o Fidelity bank, N.A.
1180 West Swedesford Road Broad and Walnut Streets
 City: Berwyn State: PA Zip Code: 19132 City: Philadelphia State: PA Zip Code: 19109

C PROPERTY LOCATION

Street Address: _____ City, Township, Borough: Willistown Township
 County: Chester School District: Great Valley Tax Parcel Number: See Addendum

D VALUATION DATA

1. Actual Cash Consideration: none 2. Other Consideration: + none 3. Total Consideration: = none
 4. County Assessed Value: See Addendum 5. Common Level Ratio Factor: x 15.15 6. Fair Market Value: = See Addendum

E EXEMPTION DATA

1a. Amount of Exemption Claimed: 0 1b. Percentage of Interest Conveyed: Easement

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles).
- ☐ Other (Please explain exemption claimed, if other than listed above.) The subject document is : Cross Easement Agreement creating both dominant and servient interests for each party thereto. There is no transfer of title or transfer of an ownership interest. See Addendum attached for determination of amount of transfer tax due.

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Elliot Unterberger Date: 3/18/93

(SEE REVERSE)

BOOK 3528 PAGE 2298